

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: ARC AIRBAG INFLATORS
PRODUCT LIABILITY
LITIGATION

MDL No. 3051

Case No. 1:22-md-03051-ELR

Hon. Eleanor L. Ross

**STIPULATION REGARDING SERVICE OF PROCESS ON
NON-U.S. HYUNDAI AND KIA DEFENDANTS**

Plaintiffs and Defendants Hyundai Motor America, Kia America, Inc., Hyundai Motor Company, and Kia Corporation (together, the “Hyundai/Kia Defendants”), through their undersigned counsel, have agreed to the following regarding the waiver of service on certain Hyundai/Kia Defendants and certain discovery matters, and respectfully request that the Court approve this stipulation and enter the concurrently filed [Proposed] Order.

1. Hyundai Motor Company and Kia Corporation (the “Non-U.S. Defendants”) agree to accept service, through their undersigned counsel, of the Corrected Consolidated Class Action Complaint (ECF 157, “Complaint”). The Non-U.S. Defendants agree to waive the formalities of service under the Hague Service Convention for the purposes of the above-captioned litigation (the “Litigation”)

only, expressly conditioned on the terms stated below. Service shall not be effected before the Court adopts this Stipulation and enters the concurrently filed [Proposed] Order (“Stipulation and Order”).

2. This agreement is limited to this Litigation and may not be construed as an agreement by the Non-U.S. Defendants to waive the requirements of the Hague Service Convention or Federal Rule of Civil Procedure 4 for any purpose other than accepting service of the Complaint in this action.

3. The Non-U.S. Defendants do not waive any other defenses, including the right to challenge personal jurisdiction, and do not waive any objections to discovery propounded on them. This Stipulation and Order does not support and is not in any way relevant to personal jurisdiction in this Litigation. This Stipulation and Order does not prejudice any other positions any of the Non-U.S. Defendants may take in this Litigation. Plaintiffs agree that they will not argue that waiver of service or negotiation of this Stipulation and Order supports or is in any way relevant to personal jurisdiction over the Non-U.S. Defendants.

4. Plaintiffs agree that waiver of service does not constitute an agreement by any Non-U.S. Defendant to provide discovery. The Non-U.S. Defendants reserve the right to oppose particular discovery requests served on them. Nothing in this Stipulation and Order shall prejudice any Non-U.S. Defendant’s right to seek

additional time to respond to discovery requests beyond the time provided in this Stipulation and Order or to seek other accommodations relating to discovery.

5. The parties agree as follows with regard to potential discovery sought from the Non-U.S. Defendants and their deadlines for responding to the Complaint:

a. The deadline for the Non-U.S. Defendants to respond to the Complaint will be 90 days after service of the Complaint or, if the Court dismisses any claims without prejudice and Plaintiffs advise the Court they intend to amend their Complaint, or if Plaintiffs file an amended complaint (“Amended Complaint”) during that period, 90 days after service of the Amended Complaint.

b. Until the Non-U.S. Defendants file an answer to the Complaint or a subsequent Amended Complaint, Plaintiffs shall not serve non-jurisdictional discovery requests on the Non-U.S. Defendants, and no Non-U.S. Defendant shall be required to serve discovery responses, produce documents or things, or appear for deposition during that time.

c. If and when Plaintiffs serve non-jurisdictional discovery on a Non-U.S. Defendant, Plaintiffs agree that with respect to such discovery:

i. The Non-U.S. Defendant’s responses and objections to interrogatories shall be due no earlier than 90 days after service of the interrogatories.

ii. The Non-U.S. Defendant's responses and objections to all other written discovery requests shall be due no earlier than 75 days after service of the requests, and they shall have 60 additional days to commence document production following service of responses and objections to document requests.

d. Plaintiffs will provide at least 90 days' notice when requesting a Rule 30(b)(6) deposition of any Non-U.S. Defendant, or depositions of the Non-U.S. Defendant's current or former employees. Unless otherwise agreed, any deposition of any Non-U.S. Defendant, or any of its current or former employees located in the Republic of Korea, will proceed in Seoul, Republic of Korea, during normal business hours in the Republic of Korea. The court reporter may be located in the United States and the oath may be administered remotely. This provision applies to depositions of individuals and depositions under Rule 30(b)(6).

6. Counsel for the Non-U.S. Defendants will provide notice at least 75 days before any noticed deposition of a Non-U.S. Defendant, or any of its current or former employees, if the witness requests a translator for the deposition. Plaintiffs may retain their own translator for such depositions who may participate in the deposition in person or remotely.

7. To increase the efficiency of the discovery process, for each deposition of a Korea-based witness who will utilize a translator at his or her deposition, the interrogating party will distribute to counsel for the Non-U.S. Defendants an English translation of each document that is originally in a language other than English that the interrogating party reasonably intends to use as an exhibit in that deposition. Any such documents will be produced at least seven days before the deposition. If counsel for the Non-U.S. Defendants request any other accommodation for a witness who will utilize a translator at his or deposition, the parties shall confer in good faith, and, if they are unable to agree, shall present the issue to the Court for resolution.

8. Nothing in Paragraph 7 will be interpreted to require the interrogating party to produce in advance any documents that the interrogating party, in good faith, intends to use solely to impeach the testimony of a witness.

9. If and when Plaintiffs agree with any other Defendants on extensions of time or other accommodations regarding discovery in this matter, or if the Court so orders, the Non-U.S. Defendants will be entitled to extensions or accommodations that are at least as favorable as those agreed or ordered.

10. Notwithstanding paragraphs 5 and 6, Plaintiffs reserve the right to seek jurisdictional discovery of a Non-U.S. Defendant if it challenges jurisdiction, and each Non-U.S. Defendant reserves the right to oppose or object to any request for

jurisdictional discovery. If Plaintiffs serve jurisdictional discovery on a Non-U.S. Defendant, that defendant shall, within 21 days of service of the jurisdictional discovery requests, advise Plaintiffs whether it intends to oppose Plaintiffs' entitlement to jurisdictional discovery in its entirety. For any jurisdictional discovery request to which the Non-U.S. Defendants agree to provide responses, subject to any standard (i.e., non-jurisdictional) discovery objections, the extended time limits applicable to non-jurisdictional discovery as set forth in paragraph 5(c) shall apply unless otherwise ordered by the Court.

11. For any jurisdictional discovery request as to which a Non-U.S. Defendant opposes Plaintiffs' right to jurisdictional discovery, if the parties are unable to resolve the issue, Plaintiffs shall present the issue to the Court for final resolution in accordance with the Instructions for Cases Assigned to the Hon. Eleanor L. Ross and Local Rule 37.1. If a dispute is presented to the Court and the Court finds that Plaintiffs are entitled to the jurisdictional discovery at issue, the Non-U.S. Defendants agree to provide responses within 60 days of resolution by the Court or by any other time directed by the Court.

IT IS SO STIPULATED.

Dated: June 12, 2024

Respectfully submitted,

/s/ Eric S. Mattison (with permission)

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LOCAL RULE 7.1(D) CERTIFICATION

Pursuant to Local Rule 7.1(D), the undersigned counsel certifies that this document has been prepared in Times New Roman, 14-point font, one of the font and point selections approved by the Court in Local Rule 5.1(C).

Date: June 12, 2024.

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CERTIFICATE OF SERVICE

I certify that on June 12, 2024, a copy of the foregoing Stipulation Regarding Service of Process on Non-U.S. Hyundai and Kia Defendants was served electronically through the Court's electronic filing system on all parties appearing on the court's ECF service list.

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